

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Planning and Environmental Resources

Staff Contact Person: K. Marlene Conaway

AGENDA ITEM WORDING:

Approval of a Resolution by the Monroe County Board of County Commissioners to approve the attached Memorandum of Agreement between Monroe County and the Florida Department of Community Affairs, authorizing an exemption from the Monroe County Year 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulations Section 95-283, Maximum Height, for the Key West International Airport New Terminal Project.

ITEM BACKGROUND:

At the June 23, 2005 public meeting of the Development Review Committee, the Committee voted to approve the New Terminal Development at Key West International Airport Project. At the July 13, 2005 public meeting of the Planning Commission, the Commission voted to approve the Project, contingent upon the completion of a Memorandum of Agreement pursuant to Chapter 380, Florida Statutes, which would allow the Key West International Airport New Terminal Project an exemption from Monroe County 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulation Section 9.5-283, Maximum Height, and allow construction to a height specified by the project design.

PREVIOUS RELEVANT BOCC ACTION: At the July 20, 2005 BOCC meeting, the BOCC unanimously approved developing a Chapter 380 Memorandum of Agreement with the Florida Department of Community Affairs.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A

BUDGETED: Yes No N/A

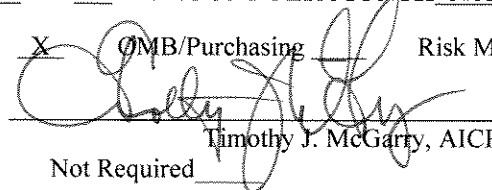
COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes N/A No **AMOUNT PER MONTH** N/A **Year**

APPROVED BY: County Attorney X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

RESOLUTION NO. _____

A RESOLUTION BY MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO APPROVE THE ATTACHED MEMORANDUM OF AGREEMENT BETWEEN MONROE COUNTY AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, AUTHORIZING AN EXEMPTION FROM THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN POLICY 101.4.24 AND LAND DEVELOPMENT REGULATION SECTION 9.5-283, MAXIMUM HEIGHT, FOR THE KEY WEST INTERNATIONAL AIRPORT NEW TERMINAL PROJECT, PURSUANT TO SECTION 380.032(3), FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Monroe County desires to construct a new terminal at the Key West International Airport to accommodate the need for expansion; and

Whereas, the design specifications require an exemption from Monroe County 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulation Section 9.5-283, Maximum Height.

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1: That the attached Agreement pursuant to Section 380.032(3), Florida Statutes, is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the ____ day of _____, 2005.

Mayor Dixie Spchar _____

Mayor Pro Tem Charles "Sonny" McCoy _____

Commissioner Murray Nelson _____

Commissioner George Neugent _____

Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
BY _____

Mayor Dixie Spchar

(SEAL)

ATTEST:

DANNY L. KOLHAGE, CLERK

By: _____

Deputy Clerk



MEMORANDUM OF AGREEMENT
AGREEMENT PURSUANT TO SECTION 380.032(3) FLORIDA STATUTES
BETWEEN THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND MONROE
COUNTY TO ALLOW AN EXEMPTION TO MONROE COUNTY
YEAR 2010 COMPREHENSIVE PLAN POLICY 101.4.24 AND
LAND DEVELOPMENT REGULATION SECTION 9.5-283, MAXIMUM HEIGHT,
APPLICABLE TO THE NEW TERMINAL DEVELOPMENT PROJECT
AT THE KEY WEST INTERNATIONAL AIRPORT

THIS SECTION 380.032 AGREEMENT is being entered into by and between the State of **Florida Department of Community Affairs** ("DCA") and the **County of Monroe** ("Monroe County") pursuant to the terms and conditions herein and Section 380.032(3), Florida Statutes.

WITNESETH

Whereas, Monroe County is within an area that has been declared an Area of Critical State Concern pursuant to Section 380.05 and 380.0552, Florida Statutes, and has adopted comprehensive plan and land development regulations, approved by the State as required by law; and

Whereas, DCA is the state land planning agency authorized to administer the provisions of Chapter 380, Florida Statutes, the Environmental Land and Water Management Act (the "Act") and has promulgated rules in Chapter 9J-1, Florida Administrative Code (F.A.C.), to provide for the form and manner of the renditions of development orders issued by local governments within Areas of Critical State Concern; and

Whereas, Monroe County is required to issue development orders only in conformity with its approved Year 2010 Comprehensive Plan and Land Development Regulations; and

Whereas, DCA is authorized to appeal development orders to the Florida Land and Water Adjudicatory Commission when DCA determines that the development order was issued inconsistent with the Comprehensive Plan, Land Development Regulations and Principles for Guiding Development; and

Whereas, DCA is authorized by Section 380.032(3), Florida Statutes, to enter into an agreement with any landowner, developer or other governmental agency as may be necessary to effectuate the provisions and purposes of the Act, or any related rule; and

Whereas, Monroe County owns the Key West International Airport facilities and property;
and

Whereas, the Key West International Airport is within the incorporated City of Key West;
and

Whereas, although the property is located within the City of Key West, the Monroe County Year 2010 Comprehensive Plan and Land Development Regulations apply to the County-owned new terminal development project; and

Whereas, Monroe County desires to renovate the Key West International Airport and construct a new terminal and parking lot in accordance with specifications as set forth in Attachment “A” hereto; and

Whereas, the main roofline of the new terminal structure is proposed to be forty feet and six inches (40’-6”) in height from grade and necessary appurtenances are proposed to be forty-seven feet (47’) in height from grade; and

Whereas, Monroe County 2010 Comprehensive Plan Policy 101.4.24 states that in order to preserve the existing community character and natural environment, Monroe County shall limit the height of structures including landfills to thirty-five (35) feet. Exceptions will be allowed for appurtenances to buildings, transmission towers and other similar features; and

Whereas, Monroe County Land Development Regulations Section 9.5-283, Maximum Height, dictates a maximum height limit of thirty-five (35) feet; and

Whereas, at the July 13, 2005 public meeting of the Monroe County Planning Commission, the Commission voted to approve the Project, contingent upon the height limit being approved by implementation of provision of Chapter 380, Florida Statutes and the Monroe County Year 2010 Comprehensive Plan and Land Development Regulations; and

Whereas, an exemption to the Monroe County Year 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulations Section 9.5-283, Maximum Height, is necessary to allow for a first level parking area; second level terminal area, and sufficient architectural roofing detail so as to be functional as well as aesthetically pleasing; and

Whereas, the first level of the new terminal will be for parking, with a clearance requirement as dictated by Florida Department of Transportation of fourteen feet and six inches (14’-6”); and

Whereas, the second level of the new terminal will be for “functional working spaces” such as ticketing and security, with a ceiling height of ten feet (10’); and

Whereas, the ten foot (10’) ceiling will be partially enclosed where necessary to accommodate mechanical equipment such as air conditioners, and partially opened such that the roof truss system is visible to allow for effective interior signage and natural light through clerestory windows; and

Whereas, an open truss roofing system is necessary to allow for a pitched roof to adequately accommodate typical weather conditions including wind, rain, and hurricane conditions; and

Whereas, the maximum height of the roof will be forty feet and six inches (40’-6”) above grade, with a maximum height for necessary appurtenances to be forty-seven feet (47’). Such appurtenances are required and will house necessary mechanical equipment; and

Whereas, it is in the public interest, and in furtherance of the Principles for Guiding Development listed in Chapter 28-36, Florida Administrative Code, that the height of the new terminal at Key West International Airport exceed the maximum of thirty-five feet (35’) as regulated by Monroe County 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulation Section 9.5-283.

NOW, THEREFORE, in consideration of terms and conditions set forth hereafter, Monroe County, and DCA do mutually agree as follows:

1. Performances and Covenants. The New Terminal Development at Key West International Airport Project may be exempt from the Monroe County Year 2010 Comprehensive Plan Policy 101.4.24 and Land Development Regulation Section 9.5-283, Maximum Height, and be constructed to a maximum height of forty feet and six inches (40'-6") from grade for the main roof line, and forty-seven feet (47') for necessary appurtenances, from grade, per attached plans (Attachment "A").
2. Construction of the Agreement. The parties hereto have entered into this Section 380.032 agreement in recognition of the unique circumstances applicable to the Key West International Airport Property and new terminal development proposal, and in consideration of the public benefits to be obtained by construction and development of the new terminal as proposed. Accordingly, this Section 380.032 Agreement should not be construed as establishing precedent or procedure for any other development application.
3. Authorized Signatures. The Mayor of Monroe County, or her authorized designee, shall execute this Section 380.032 Agreement on behalf of Monroe County following approval of this Agreement by the Monroe Board of County Commissioners. The Director of the Division of Community Planning, or his authorized designee, shall execute this Agreement on behalf of DCA.
4. Miscellaneous. If any term or provision of this Section 380.032 Agreement shall be invalid or unenforceable to any extent, the remaining terms and provisions shall not be affected thereby; and each remaining term and provision shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms and provision would prevent the accomplishment of the original intent of this agreement between the parties.
5. Entirety of Agreement. Monroe County and DCA further agree that this Section 380.032 Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and duly signed by Monroe County and DCA, except as otherwise provided for under Section 8, Terminations.
6. Enforcement. In the event of a breach of this Section 380.032 Agreement, or failure to comply with any condition of it, Monroe County and DCA may enforce this Agreement pursuant to Sections 380.05 and 380.11, Florida Statutes, or as provided by law.
7. Scope of Authority. This Section 380.032 Agreement affects the rights and obligations of Monroe County and DCA as provided under the terms herein and Chapter 380, Florida Statutes. This Section 380.032 Agreement is not intended to influence or determine the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement except as otherwise provided herein.

8. Terminations. Either party may terminate this Section 380.032 Agreement at any time, with or without cause. Termination shall take effect one week or five (5) working days, whichever is earlier, after receipt of written notification as evidenced by a certified mail return receipt.
9. Notification. All notices must be in writing and addressed as follows (or to any other address which either party may designate by written notice): (DCA) Rebecca Jetton, Community Planning, 2555 Shumard Oak Blvd, Tallahassee, FL 32399-2100; (Monroe County) Mayor, Monroe County Board of County Commissioners, 1100 Simonton Street, Key West, FL 33040 with a copy to the Director of Growth Management, Monroe County Growth Management Division, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.
10. Effective Date. This Section 380.032 Agreement shall become effective upon signature of the last of the parties to sign this Agreement, and shall end upon the termination of the Florida Keys Area of Critical State Concern designation, unless terminated earlier pursuant to Section 8, Terminations, above.

IN WITNESS THEREOF, the parties by and through their respective undersigned duly authorized representatives have executed this Agreement on the dates and year below written.

**BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA**

BY: _____

MAYOR/CHAIRMAN

(SEAL)

ATTEST:

DANNY L. KOLHAGE, CLERK

By: _____

Deputy Clerk

DATE: _____

Approved for Legal Sufficiency:

BY: _____

DATE: _____

**STATE OF FLORIDA DEPARTMENT OF
COMMUNITY AFFAIRS**

BY: _____

SECRETARY

DATE: _____

Approved for Legal Sufficiency:

BY: _____

DATE: _____

